

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

DEREK TILLMAN

V.

BBVA USA

§
§
§
§
§

Civil Action No. 4:19-cv-02858

DEFENDANT’S RULE 26(A)(1) INITIAL DISCLOSURES

Defendant BBVA USA (“**BBVA**” or “**Defendant**”), hereby makes its Initial Disclosures pursuant to Rule 26(a)(1)(A) of the Federal Rules of Civil Procedure. Defendant will supplement these disclosures as more information becomes available.

- A. The name, and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment:

RESPONSE:

Derek Tillman
c/o Robert C. Vilt
Vilt and Associates, P.C.
5177 Richmond Ave, Suite 1142
Houston, TX 77056
713-840-7570
clay@viltlaw.com
Plaintiff

BBVA USA
c/o William “Pat” Huttenbach and Kristina L. Cunningham
Hirsch & Westheimer, P.C.
1415 Louisiana, 36th Floor
Houston, TX 77002
713-223-5181
phuttenbach@hirschwest.com
kcunningham@hirschwest.com
Defendant

- B. A copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody or control and may use to support its claims or defenses, unless the use would be solely for impeachment:

RESPONSE:

1. All pleadings and other documents on file in Cause No. 2019-52612; *Derek Tillman v. BBVA USA*; in the 80th Judicial District Court of Harris County, Texas.
2. Loan documents.
3. Correspondence.
4. Foreclosure documents.

- C. A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered:

RESPONSE:

None.

- D. For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

RESPONSE:

None.

Respectfully submitted,

By: /s/ William P. Huttenbach
William P. Huttenbach
Southern District of Texas I.D. No. 21742
State Bar No. 24002330
HIRSCH & WESTHEIMER, P.C.
1415 Louisiana, 36th Floor
Houston, Texas 77002
713-223-5181 Telephone
713-223-9319 Fax
phuttenbach@hirschwest.com

**ATTORNEY-IN-CHARGE FOR
DEFENDANT BBVA USA**

OF COUNSEL:

Kristina L. Cunningham
State Bar No. 24049712
Southern District of Texas I.D. No. 3101941
Yusuf S. Ansari
State Bar No. 24105047
Southern District of Texas I.D. No. 3321478
HIRSCH & WESTHEIMER, P.C.
1415 Louisiana, 36th Floor
Houston, Texas 77002
713-223-5181 Telephone
713-223-9319 Fax
kcunningham@hirschwest.com
yansari@hirschwest.com

CERTIFICATE OF SERVICE

On August 12, 2019 a copy of the foregoing document was electronically served through the court's CM/ECF System and via e-mail:

Robert C. Vilt
Vilt and Associates, P.C.
5177 Richmond Ave, Suite 1142
Houston, TX 77056
clay@viltlaw.com

Service via CM/ECF and Email

/s/ Kristina L. Cunningham

Kristina L. Cunningham